

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

O'REILLY AUTO ENTERPRISES, LLC

Plaintiff,

V.

CITY OF HARVEY, ILLINOIS;
CHRISTOPHER J. CLARK; and
CAMERON BIDDINGS;

Defendants.

Civil Action No. 1:24-cv-09274

Hon. Manish S. Shah

JURY TRIAL DEMANDED

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

O'REILLY AUTO ENTERPRISES, LLC,)	
)	
Plaintiff,)	
)	
v.)	Court No: 2024-cv-09274
)	
CITY OF HARVEY, ILLINOIS;)	JURY TRIAL DEMANDED
CHRISTOPHER J. CLARK; and)	
CAMERON BIDDINGS;)	The Honorable Manish S. Shah
)	
Defendants.)	

**FIRST AMENDED COMPLAINT FOR DECLARATORY JUDGMENT,
PRELIMINARY AND PERMANENT INJUNCTIONS, AND DAMAGES**

Plaintiff, O'REILLY AUTO ENTERPRISES, LLC ("O'Reilly"), by counsel, pursuant to Fed. R. Civ. P. 7(a), brings its claims against Defendants as follows:

INTRODUCTION

Plaintiff operates a retail business as a tenant in Harvey, Illinois. Defendants, the City of Harvey and its law enforcement officials, without prior notice used the city police force to lock Plaintiff out of its business, including by placing concrete blocks in front of the business – all because Plaintiff would not agree to pay the city a \$20,000 fine for Plaintiff's landlord owing property taxes, for which Plaintiff bore no responsibility and over which the Landlord was in litigation with the city. This seizure of Plaintiff's business constitutes a flagrant deprivation of Plaintiff's Constitutional rights of due process and protection against excessive fines, and gives rise to a number of concurrent and supplemental claims.

THE PARTIES

1. O'Reilly is a limited liability company organized under Delaware law with its headquarters in Springfield, Missouri, and regularly conducting business in Illinois. Its sole member is Ozark Services, Inc., a Missouri corporation with its headquarters in Springfield, Missouri.

2. Defendant City of Harvey, Illinois ("Harvey"), is a municipality organized under Illinois law located in Cook County, Illinois.

3. Defendant Christopher J. Clark ("Clark") is a natural person and a citizen of Illinois who at all relevant times has served as mayor of Harvey.

4. Defendant Cameron Biddings ("Biddings") is a natural person and a citizen of Illinois who at all relevant times has served as police chief of Harvey.

JURISDICTION AND VENUE

5. This court has jurisdiction under 28 U.S.C. § 1331 because O'Reilly's claims arise under the Constitution and laws of the United States.

6. This court also has supplemental jurisdiction of all related claims arising under Illinois law under 28 U.S.C. § 1367(a). Diversity of citizenship also exists on these supplemental claims because (1) O'Reilly is a citizen of Delaware and Missouri and Defendants are all citizens of Illinois and (2) the amount in controversy exceeds \$75,000, further providing jurisdiction under 28 U.S.C. § 1332(a).

7. Venue in this district is proper under 28 U.S.C. §1391(b) because all Defendants reside in Cook County, Illinois, and a substantial part of the events giving rise to O'Reilly's claims occurred in Cook County, Illinois.

FACTS

8. O'Reilly is a nationwide retailer engaged in the business of operating stores that sell automotive parts and services to the general public.

9. At all relevant times O'Reilly has operated a store located at 14921 Dixie Highway in Harvey ("the Store").

10. O'Reilly operates the Store as a tenant on real estate consisting of multiple units ("the Property"), each a separate lot with a separate property identification number (PIN).

11. O'Reilly occupies only one unit on the Property.

12. All lots on the Property are owned by Harvey Shopping Center, LLC, an Illinois limited liability company with its headquarters in Los Angeles, California ("the Landlord").

13. O'Reilly leases the unit housing the Store from the Landlord, who is responsible for paying property taxes on the entire Property.

14. On December 14, 2022, the Landlord filed a lawsuit against Harvey in the Circuit Court of Cook County, Chancery Division under Case Number 2022 CH 12050, alleging that it entered into an Economic Incentive and Public Private Partnership Agreement (the "Partnership Agreement") with Harvey to redevelop and improve the Property where the Store is located, and that pursuant to the Partnership Agreement, Harvey agreed to pay delinquent back taxes up to \$2.53 million but has failed to pay any of the property taxes. At all relevant times, this lawsuit remained pending.

15. The Store and the Property lie within the city limits of Harvey and are therefore subject to Harvey's ordinances.

16. At all relevant times, Section 5-02-065 of the Harvey Municipal Code governed business licenses as follows:

5-02-065 Suspension, revocation, or refusal to issue a business license for nonpayment.

- A. No initial or renewal license shall be issued to any person if:
 - 1. Such applicant has any outstanding fees, fines, assessments, penalties or taxes owed to the city for which the period granted for payment has expired; or
 - 2. *If the premises to be licensed has past due and/or delinquent real estate taxes for such property*, unless the property is exempt from taxation.
- B. The licensee and the licensed premises must meet the eligibility requirements for an initial or renewed business license throughout the license term. The city may suspend or revoke a business license if the licensee or the licensed premises fails to maintain eligibility for a business license.
- C. If the initial or renewal license is denied for reasons stated hereunder, the license or renewal applicant may appeal such a decision pursuant to the hearing procedures in Section 5-02-120.

(emphasis added).

17. At all relevant times, Section 5-02-120 of the Harvey Municipal Code further provided:

5-02-120 Suspensions of license and hearings on license violations, fines, suspensions, and/or revocations.

- A. The mayor as issuer of business licenses . . . shall have the power to designate a qualified hearing officer, an attorney licensed to practice law in the state of Illinois, in his stead, to act for the mayor in imposing license suspensions for violations of the terms of the license and to hear and rule upon all issues of license violations, fines, suspensions and revocations of any and all sorts as provided for in this title and the city's municipal code.
- B. Any license or permit issued under this chapter or any amendments thereto may, by the mayor, or his designated hearing officer, be suspended for a period of time not to exceed thirty (30) days or less, or it may be revoked indefinitely for any violation by the licensee or permittee of the ordinance provisions relating to the license or permit, subject matter of the license or permit, to the premises occupied, or for activities being carried on at the premises that do not fall within the purview of the license or permit granted.

- C. Within three (3) days after the suspension period of the license or permit has expired, or within ten (10) days of the initial revocation of the license or permit, the mayor, or his designated hearing officer, shall give notice to the holder or holders of the license or permit that a hearing will be held at a designated hour at the City Hall to hear evidence and take testimony relative to the facts and circumstances surrounding the suspension or revocation; and a decision shall be rendered by the mayor, or his designated hearing officer, regarding the reinstatement, the impositions of fines, and/or the permanent revocation of the suspended or revoked license or permit within five (5) business days following the hearing. Suspension or revocation of a license or permit may be in addition to any fine imposed under other provisions of this code. If the mayor, or designated hearing officer, fails to take steps to hold a hearing, the suspended or revoked license or permit shall be automatically reinstated following the period of the initial suspension. ***The temporary suspension shall take effect the day following the receipt by the licensee or permittee of a letter sent from the office of the mayor by certified mail setting forth the reasons for the suspension and the period of such suspension.*** Notices for hearing shall be sent by the office of the mayor by certified mail to the licensee or permittee. The notices required under this section may be made by personal delivery to the licensee or permittee with an acknowledgement of receipt by the licensee or permittee.

(emphasis added).

18. Since at least 2014, O'Reilly annually applied for and received valid business licenses from the City of Harvey. On May 23, 2023 the City of Harvey issued O'Reilly a valid business license, signed and certified by Mayor Clark, which would expire April 30, 2024 (the 2023-2024 Business License). A true and correct copy of which is attached as Ex. A For each of the prior years, O'Reilly submitted its business license renewal applications to Harvey by UPS, which Harvey always accepted.

19. On or about April 25, 2024, before the expiration of the 2023-2024 Business License, O'Reilly timely applied for renewal of its license with the proper authority of Harvey. A copy of O'Reilly's April 25, 2024 renewal application is attached as Ex. B. O'Reilly sent the renewal application and a check for all renewal fees by UPS and the City of Harvey signed an acknowledgment that it received the UPS delivery of the renewal application.

20. Section 5-02-010 of the Harvey Municipal Code provides that the City “will act on the license applications within thirty (30) days” and “[i]f the city fails to act on a completed license renewal application within thirty (30) days, *the license will continue in effect until the city acts on the license renewal application.*” (emphasis added).

21. O’Reilly’s license renewal application provided all information and fees required by Section 5-02-010 of the Harvey Municipal Code and Harvey never acted on O’Reilly’s license renewal application. Harvey never informed O’Reilly that its application to renew its business license was denied, or that its business license was suspended or revoked for any reason. Therefore, pursuant to Section 5-02-010, O’Reilly’s 2023-2024 business license remains valid and in effect.

22. On or about July 1, 2024, O’Reilly received a citation from the City of Harvey alleging that O’Reilly was operating without a business license in violation of Section 5-02-170 of the Harvey Municipal Code.

23. Upon receipt of the July 1, 2024 citation, O’Reilly contacted Harvey and advised that it had timely submitted an application for renewal of its business license by UPS. A representative of Harvey informed O’Reilly that Harvey was no longer accepting business license applications by UPS and that the application had to be hand delivered to city hall. This was the first time that O’Reilly was ever informed of Harvey’s new policy requiring hand delivery of business license renewal applications. Harvey advised O’Reilly to resubmit its application and payment for fees.

24. On July 12, 2024, a representative for O’Reilly hand delivered a new license renewal application with complete information as required by Section 05-02-010 and a check for \$714.00 for fees. True and correct copies of the July 12, 2024 renewal application and the cashed check are attached as Ex. C. Harvey informed O’Reilly’s representative that the total amount for

fees due was \$765.79. O'Reilly's representative paid the balance of \$51.79 for the fees with a credit card. Harvey accepted O'Reilly's application and payment for the business license and gave O'Reilly a receipt, a copy of which is attached hereto as Ex. D. Harvey informed O'Reilly that it would receive its business license in the mail. However, Harvey again failed to act on O'Reilly's business renewal application, and therefore, under Section 5-20-010 of the Harvey Municipal Code, O'Reilly's 2023-2024 business license remains valid and in effect.

25. On July 24, 2024, a representative for O'Reilly attended a hearing on the July 1, 2024 citation for allegedly operating without a business license. During the hearing O'Reilly informed the hearing officer that it timely submitted its business renewal application, and a representative for Harvey confirmed that O'Reilly cleared up the issue by resubmitting its application and payment and that O'Reilly's business license was therefore clear and valid. Harvey then moved to non-suit the citation and the citation was dismissed.

26. O'Reilly did not receive any subsequent notice that there was any issue with its business license until on or about September 12, 2024, when O'Reilly received another citation from Harvey alleging that O'Reilly was operating without a business license in violation of Section 5-02-170 of the Harvey Municipal Code. This citation, which O'Reilly contests, was scheduled for a hearing on October 23, 2024.

27. Before O'Reilly could even be heard on the September 12, 2024 citation, Mayor Clark initiated a series of emails between September 18 and 24, 2024, wherein Clark demanded as a condition for O'Reilly maintaining its business operations in Harvey that O'Reilly enter into an agreement with Harvey under which it was to pay Harvey \$20,000 as a fine – not as payment – for delinquent property taxes owed by the Landlord for the entirety of the Property.

28. When O'Reilly objected, Clark on September 24, 2024, responded that O'Reilly could either (1) pay the \$20,000 or (2) be fined \$2,500 per day retroactively for five months for operating the Store without a business license, and gave O'Reilly until the end of the day on September 27, 2024, to decide.

29. Without any prior notice, on September 30, 2024, the Harvey police, at the direction of Clark and Biddings, placed locks on all units on the Property, placed concrete blocks in front of the Store, and stationed a patrol outside of each unit, preventing all ingress to and egress from each unit, including O'Reilly's Store.

30. As a result of Defendants conduct, O'Reilly was unable to access or conduct business in its Store and O'Reilly, therefore moved this Court for a temporary restraining order ("TRO"), which the Court granted on October 3, 2024. [Dkt. No. 10]. The Court ordered Harvey, and any agent or employee of Harvey and any person in active concert with Harvey, "to remove the barriers it placed at [O'Reilly's] premises that prevent [O'Reilly] from accessing its rental unit." [Dkt. No. 10]. Despite numerous requests from O'Reilly on October 3, 2024 for Harvey to remove its barriers, Harvey did not remove the barriers and comply with the TRO until October 4, 2024.

31. In the TRO, the court stated that it did not decide at that point "whether plaintiff has a license to operate its business and does not enjoin the City of Harvey from enforcing its municipal code *through any existing financial penalty structure along with the procedural mechanism for plaintiff to contest any effort* to impose a penalty on the grounds of operating a business without a license." [Dkt. No. 10] (emphasis added). Later in the evening on October 4, 2024, without following any procedural mechanism in the Harvey Municipal Code, Harvey placed a "Cease and Desist Order" on the front door of O'Reilly's store wrongfully alleging that O'Reilly

“is in violation of the City of Harvey’s Municipal Code and has been closed by the planning department.”

COUNT I:
DECLARATORY JUDGMENT, INJUNCTIVE RELIEF,
AND DAMAGES FOR DEPRIVATION OF DUE PROCESS UNDER 42 U.S.C. § 1983

32. O’Reilly incorporates Paragraphs 1 through 31, above, as though fully restated here.

33. O’Reilly is a person entitled to all rights, privileges, and immunities provided by the Constitution and laws of the United States.

34. O’Reilly has a protected property interest in the Store and all activities it conducts in the Store.

35. O’Reilly has a protected liberty interest in conducting business in the Store.

36. Defendants, acting under color of Illinois law and Harvey Ordinance, deprived O’Reilly of its liberty and property interests without providing notice or a hearing or any other procedural protections surrounding that deprivation, in violation of 42 U.S.C. § 1983 and the Fourteenth Amendment to the Constitution of the United States.

37. Defendants, acting under color of Illinois law and Harvey Ordinance, imposed an excessive fine by requiring it to pay a fine for delinquent property taxes it had no duty to pay, including those of units it had no rights to occupy, in violation of 42 U.S.C. § 1983 and the Eighth and Fourteenth Amendments to the Constitution of the United States.

38. Defendants undertook their actions with reckless or callous indifference to O’Reilly’s constitutional rights.

39. As a direct result of Defendants' actions shutting it out from its business indefinitely, O'Reilly has suffered immediate and irreparable harm for which there is no adequate remedy at law.

40. O'Reilly is reasonably likely to prevail on the merits, and the issuance of a preliminary and permanent injunction would not violate, but instead would promote, public policy by preventing violation of O'Reilly's Constitutional rights.

41. The harm that O'Reilly suffers as outlined above is immediate and irreparable such that a temporary restraining order (TRO) is appropriate under Fed. R. Civ. P. 65

42. As a further direct result of Defendants' actions, O'Reilly suffered other harm for which a remedy at law exists, incurring damages.

WHEREFORE, O'Reilly requests that this court (1) enter a TRO against Defendants temporarily restraining them from continuing to block access to the Store or taking any other action impeding O'Reilly's ability to conduct business in the Store for 14 days pending hearing on a preliminary injunction, and (2) enter judgment in its favor and against Clark and Biddings as follows:

- (1) Declaring Defendants' actions taken under color of state law and in violation of O'Reilly's Constitutional rights to due process and freedom from excessive fines;
- (2) Preliminarily and permanently enjoining Defendants from continuing with their actions described above or taking any other action that violates O'Reilly's Constitutional rights to due process and freedom from excessive fines;
- (3) To any extent that a remedy at law exists, for an award of damages sufficient to compensate O'Reilly for its losses and for punitive damages for actions taken in willful violation of O'Reilly's Constitutional rights;

- (4) Awarding O'Reilly attorney fees under 42 U.S.C. § 1988; and
- (5) Granting all other appropriate relief.

COUNT II:
DECLARATORY JUDGMENT

43. O'Reilly incorporates Paragraphs 1 through 31, above, as though fully restated here.

44. O'Reilly is a person entitled to all rights, privileges, and immunities provided by the Constitution and laws of the United States.

45. Section 5-02-065(A)(2) of the Harvey Municipal Code provides that a business license may be revoked if property taxes on the property that business occupies is delinquent, regardless of whether or not the license holder is responsible for the property taxes. Section 5-02-065(A)(2) therefore imposes punitive action on a business license holder irrespective of that person's personal culpability.

46. Furthermore, as applied here, Harvey is taking punitive action by demanding that O'Reilly pay a fine for delinquent property taxes that O'Reilly had no duty to pay and which included units that it has no right to occupy.

47. Consequently, Section 5-02-065(A)(2) violates the Eight and Fourteenth Amendments to the Constitution of the United States, both facially and as applied.

48. As an entity actually subjected to enforcement by Defendants of Section 5-02-065(A)(2) against it, an actual controversy exists between O'Reilly and Defendants regarding their rights and relationships that requires adjudication by this court.

WHEREFORE, O'Reilly requests that this court (1) enter a TRO against Defendants temporarily restraining them from continuing to block access to the Store or take any other action impeding O'Reilly's ability to conduct business in the Store for 14 days pending hearing on a

preliminary injunction, and (2) enter judgment in its favor and against Harvey, Clark, and Biddings as follows:

- (1) Declaring Section 5-02-065(A)(2) of the Harvey Municipal Code unconstitutional both facially and as applied to O'Reilly as violating the Eighth and Fourteenth Amendments to the Constitution of the United States;
- (2) Preliminarily and permanently enjoining Defendants from enforcing Section 5-02-065(A)(2) against O'Reilly and all other similarly situated; and
- (3) Granting all other appropriate relief.

COUNT III:
REGULATORY TAKING

49. O'Reilly incorporates Paragraphs 1 through 31, above, as though fully restated here.

50. O'Reilly is a person entitled to all rights, privileges, and immunities provided by the Constitution and laws of the United States.

51. O'Reilly has a protected property interest in the Store, all of its possessions in the Store, and all activities it conducts in the Store.

52. To the extent Defendants' actions described above were authorized by law, they constitute a regulatory taking requiring just compensation under the Fifth and Fourteenth Amendments to the United States Constitution.

53. Harvey has failed to provide just compensation for its regulatory taking, in violation of the Fifth and Fourteenth Amendments to the United States Constitution.

54. As a result of Harvey's violation of the Fifth and Fourteenth Amendments to the United States Constitution, O'Reilly incurred damages.

WHEREFORE, O'Reilly requests that this court enter judgment in its favor and against Harvey, award damages sufficient to compensate O'Reilly for its losses, and grant all other appropriate relief.

COUNT IV:
VIOLATION OF THE ILLINOIS CONSTITUTION

55. O'Reilly incorporates Paragraphs 1 through 31, above, as though fully restated here.

56. O'Reilly is a person entitled to all rights, privileges, and immunities provided by the Constitution and laws of Illinois.

57. O'Reilly has a protected property interest in the Store and all activities it conducts in the Store.

58. O'Reilly has a protected liberty interest in conducting business in the Store.

59. Defendants, acting under color of Illinois law and Harvey Ordinance, deprived O'Reilly of its liberty and property interests without providing notice or a hearing or any other procedural protections surrounding that deprivation, in violation of Art. I § 2 of the Illinois Constitution.

60. Defendants, acting under color of Illinois law and Harvey Ordinance, imposed a fine exceeding the seriousness of the offense by requiring it to pay property taxes it had no duty to pay, including those of units it had no rights to occupy, in violation of Art. I § 11 of the Illinois Constitution.

61. As a direct result of Defendants' actions shutting it out from its business indefinitely, O'Reilly has suffered immediate and irreparable harm for which there is no adequate remedy at law.

62. O'Reilly is reasonably likely to prevail on the merits, and the issuance of a preliminary and permanent injunction would not violate, but instead would promote, public policy by preventing violation of O'Reilly's Constitutional rights.

63. As a further direct result of Defendants' actions, O'Reilly suffered other harm for which a remedy at law exists, incurring damages.

WHEREFORE, O'Reilly requests that this court (1) enter a TRO against Defendants temporarily restraining them from continuing to block access to the Store or take any other action impeding O'Reilly's ability to conduct business in the Store for 14 days pending hearing on a preliminary injunction, and (2) enter judgment in its favor and against Defendants as follows:

- (1) Declaring Defendants' actions taken in violation of O'Reilly's Illinois Constitutional rights to due process and freedom from excessive fines;
- (2) Preliminarily and permanently enjoining Defendants from continuing with their actions described above or taking any other action that violates O'Reilly's Illinois Constitutional rights to due process and freedom from excessive fines;
- (3) To any extent that a remedy at law exists, for an award of damages sufficient to compensate O'Reilly for its losses and for punitive damages for actions taken in willful violation of O'Reilly's Constitutional rights; and;
- (4) Granting all other appropriate relief.

COUNT V:
CONVERSION

64. O'Reilly incorporates Paragraphs 1 through 31, above, as though fully restated here.

65. O'Reilly has an absolute and unconditional right to all items of personal property, including inventory and equipment, inside the Store.

66. Defendants wrongfully and without authorization assumed control and dominion over O'Reilly's property.

67. O'Reilly has insisted on continued possession of its property.

WHEREFORE, O'Reilly requests that this court enter judgment in its favor and against Harvey, award damages sufficient to compensate O'Reilly for its losses, and grant all other appropriate relief.

COUNT VI:
TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

67. O'Reilly incorporates Paragraphs 1 through 31, above, as though fully restated here.

68. O'Reilly at all times had a reasonable expectation of entering into business relationships with customers.

69. Harvey at all relevant times knew about O'Reilly's expectations.

70. Harvey's purposeful interference, as described above, prevented O'Reilly's legitimate expectation from developing into a valid business relationship;

71. As a direct result of Harvey's purposeful interference with its prospective economic advantage, O'Reilly incurred damages.

WHEREFORE, O'Reilly requests that this court enter judgment in its favor and against Harvey, award damages sufficient to compensate O'Reilly for its losses, and grant all other appropriate relief.

JURY TRIAL DEMANDED

Respectfully submitted,

O'REILLY AUTO ENTERPRISES, LLC

By: /s/ Joseph R. Marconi
One of Its Attorneys

Joseph R. Marconi – ARDC #1760173
Carlos A. Vera – ARDC #6312461
Adam J. Sedia – ARDC #6318987
JOHNSON & BELL, LTD.
33 West Monroe Street
Suite 2700
Chicago, Illinois 60603
312.372.0770 (T)
marconij@jbltd.com
verac@jbltd.com
sediaa@jbltd.com

*Attorneys for Plaintiff,
O'Reilly Auto Enterprises, LLC*

EXHIBIT A

CITY OF HARVEY

CHRISTOPHER J. CLARK, MAYOR

No. 2023-0133

BUSINESS LICENSE

By the authority of the
THE CITY OF HARVEY

License is hereby granted to: O'REILLY AUTO PARTS

To Conduct Business at: 14921 Dixie Hwy

For Term of **ONE YEAR** in the City of Harvey.

Commencing this 1ST day of MAY, 2023

Ending on the 30TH day of APRIL, 2024

The aforementioned business is subject to the Municipal Ordinances of the CITY OF HARVEY.

WITNESSED by the hand of the **MAYOR** of the **CITY OF HARVEY** and the
corporate seal thereof this 23RD day of MAY, 2023

Mayor's Signature: 


Attest: 

EXHIBIT B



CITY OF HARVEY
DEPARTMENT OF BUILDING & INSPECTIONAL SERVICES
15320 Broadway Avenue
Harvey, IL 60426
Phone: 708-210-5300

Renewal Application For:

- ☒ Business License
☐ Public Safety Registration
☐ Daycare License

Please complete this application in its entirety and return to the City of Harvey along with a **NON-REFUNDABLE \$150 APPLICATION FEE PLUS ADDITIONAL BUSINESS LICENSE APPLICABLE FEES**. If completing by hand, **PLEASE PRINT LEGIBLY**.

PART 1: APPLICANT INFORMATION

Business Name: O'Reilly Auto Enterprises, LLC		DBA: O'Reilly Auto Parts 3372	
Business Address: 14921 South Dixie Highway Harvey, IL 604		PIN #:	- - - - 0000
		Phone: 708-331-0192	
Business Owner Name: Please see attached list of officers			
Business Owner residential Address (corporate if applicable): 233 S Patterson		City: Springfield	State: MO Zip Code: 65801
Email: businesslicense@oreillyauto.com		Phone: 417-862-2674 ext 68556	
If applicant is someone other than business owner listed above, complete below			
Authorized Agent Name: Christie Meadors			
Authorized Agent Address (residential): 233 S Patterson		City: Springfield	State: MO Zip Code: 65801
Email: businesslicense@oreillyauto.com		Phone:	
If business is managed by a company or someone other than owner listed above, complete below			
Managing Company/Managing Agent Name: O'Reilly Auto Enterprises, LLC			
Mailing Address: PO Box 9167		City: Springfield	State: MO Zip Code: 65801
Email: businesslicense@oreillyauto.com		Phone: 417-862-2674	

A. EMERGENCY CONTACT/KEY HOLDER (in order of priority)

Name: O'Reilly Central Station	Phone: 417-829-5855
Name: O'Reilly Central Station	Phone: 800-288-6661 x 3206
Name: David Cantrell	Phone: 417-829-5712

PART 2: PROPERTY OWNER INFORMATION

Name: O'Reilly Auto Enterprises, LLC			
Address: 233 S Patterson		City: Springfield	State: MO Zip Code: 65802
Email:		Phone: 417-862-3333	

If property is managed by a company or someone other than property owner listed above, complete below

Management Company:	Managing Agent Name:		
Address:	City:	State:	Zip Code:
Email:	Phone:		

PART 3: SIGNATURE

I do hereby certify that (V each box):

- ☒ I understand the issuance of this license is conditional upon compliance with all City Codes and Ordinances, State and Federal Law, and the results of any inspections required by ordinance at this time and any further inspections while this license is in force.
☒ I have read this application and answered all questions fully. The information submitted in is complete and truthful to the best of my knowledge.

Signature: *Christie Meadors*

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and warrant the truthfulness of the information provided in this document.

Title: Business License Coordinator Date: 4/25/24



CITY OF HARVEY

BUSINESS RENEWAL QUESTIONNAIRE

Business Name:

O'Reilly Auto Enterprises, LLC

- - - - 0000

DBA:

O'Reilly Auto Parts 3372

Business Address:

14921 South Dixie Highway

Harvey, IL

Fiscal Year
2024-2025**BUSINESS ACTIVITY:** Confirm the type of activity your business will perform.

<input type="checkbox"/> Food/Beverage	<input type="checkbox"/> Place of Worship	<input type="checkbox"/> Laundry: Full service onsite <input type="checkbox"/> Yes <input type="checkbox"/> No No. of coin operated machines _____
<input type="checkbox"/> Daycare	<input type="checkbox"/> Home Daycare	<input type="checkbox"/> Fueling Station: No. of nozzles: _____
<input type="checkbox"/> Salon/Barbershop	<input type="checkbox"/> Hotel/Motel: No. of units: _____	Distributors Name: _____

☒ Other:

HOURS OF OPERATION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Opening Time (AM)	7:30am	7:30am	7:30am	7:30am	7:30am	7:30am	9:00am
Closing Time (PM)	9:00pm	9:00pm	9:00pm	9:00pm	9:00pm	9:00pm	8:00pm

QUESTIONS - Items 1-4 must be maintained on-site

Y

N

N/A

OFFICE USE ONLY

1.	Do you have current Liability Insurance?	✓					
2.	Do you have current lease/deed for premise being used?		✓				
3.	Do you have current State License?	✓					
4.	Do you have current Sanitation License?		✓				
5.	Does this business have the following machines? If yes: How many of each? Gaming _____ Vending _____ Coin/ATM _____ Music Boxes _____		✓				
6.	Does the premises have a fire alarm system? <i>If yes, it must be registered with the City Clerk's Office</i>	✓					
7.	Does the premises have a security alarm system? <i>If yes, it must be registered with the City Clerk's Office</i>	✓					
8.	Will food and beverage items be sold? If yes, v below for all that apply: <input type="checkbox"/> Fresh Meat <input type="checkbox"/> Milk <input type="checkbox"/> Produce <input type="checkbox"/> Alcohol <input type="checkbox"/> Other		✓				
9.	Will equipment be used or stored? If yes, list the type(s) below:		✓				
10.	No. of employees (include owner/managers)	10					
11.	No. of Company Vehicles	1					
12.	No. of accessible parking spaces						
13.	Building Square footage (operating and storage areas)	10,000					
14.	No. of existing off-street parking spaces	1					

I do hereby certify that (v each box):

- ☒ I have read this questionnaire and answered all questions fully to the best of my knowledge.
- ☒ I understand any untrue, inconsistent, or misleading information identified shall be cause for a \$2,500.00 per day penalty along with possible revocation of any license granted pursuant to this questionnaire.
- ☒ I understand items 1-4 are required and must be available on-site for verification. Failure to comply upon request, will result in a \$2500.00 per day penalty.
- ☒ I understand business license must be visibly displayed.
- ☒ I understand that an issued business license is conditional upon compliance with all City Codes and Ordinances, State and Federal Law, and the results of any inspections required at this time or any time while the business license is in force. License may be revoked for noncompliance.

Signature:

- ☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and warrant the truthfulness of the information provided in this document.

Title: Business License Coordinator

Date: 4/25/24

03/2024

O'Reilly Automotive, Inc.

Corporate Officers & Directors

G:\Tax\Organizational Documents\O'Reilly Officers Directors for Use Starting 02.01.2024.xlsx\Officers & Directors

Most Recent Update: 02/01/2024

ENTITY	O'Reilly Auto Enterprises, LLC	Address
FEIN	86-0221312	
State of Incorporation	Delaware	
Formation Date	1/1/2014	

OFFICERS

Executive Chairman of the Board		233 S Patterson Ave, Springfield, MO 65802
Executive Vice Chairman of the Board		233 S Patterson Ave, Springfield, MO 65802
Chief Executive Officer	Brad Beckham	233 S Patterson Ave, Springfield, MO 65802
President	Brent Kirby	233 S Patterson Ave, Springfield, MO 65802
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Assistant Corporate Secretary	Kari Hamra	233 S Patterson Ave, Springfield, MO 65802
Vice President		233 S Patterson Ave, Springfield, MO 65802

O'Reilly Automotive Foundation, Inc.



President	233 S Patterson Ave, Springfield, MO 65802
Treasurer	233 S Patterson Ave, Springfield, MO 65802
Secretary	233 S Patterson Ave, Springfield, MO 65802


USA

Wayne Wallingford
Director of Revenue

MISSOURI

DRIVER LICENSE



9 CLASS **F** 4b EXP **03/03/2029**
4a DL NO. **J211069015** 3 DOB **03/03/1977**
1 **FLETCHER**
2 **JEREMY ADAM**
3 **2998 OLD PROSPECT RD**
4 **OZARK, MO 65721**
9a END **NONE**
12 RESTRICTIONS **A**
15 SEX **M** 17 WGT **240 lb**
16 HGT **5'-10"** 18 EYES **BRO**
4a ISS **02/23/2023**

Gregg Kohlen
5 DO **231810540049** **03/03/77**



CITY OF HARVEY
 DEPARTMENT OF, BUILDING & INSPECTION SERVICES
 15320 Broadway Avenue
 Harvey, IL 60426
 Phone: 708-210-5300

FEE SCHEDULE

An annual business license is required for all business enterprises that maintain occupancy in the City of Harvey. This includes but is not limited to trade professionals, day care facilities and home-based businesses. The fee for a business license is based on the category of the business. A complete list of fees by category is available for download at: <https://www.codepublishing.com/IL/Harvey/#!/Harvey05/Harvey05.html>. Should your business not fall into one of the listed categories, the following fee schedule will be utilized to assess the applicable business license fee.

FEE TYPE	AMOUNT
EMPLOYEE-BASED FEE	
1-7 employees	\$200
8-14 employees	\$350 ✓
15-21 employees	\$500
22-29 employees	\$650
30+ employees	\$900

150.⁰⁰
 350.⁰⁰
 100.⁰⁰
 100.⁰⁰

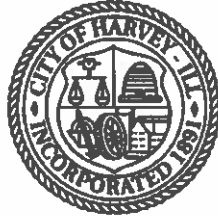
 700.⁰⁰

In addition to the annual business license fee, all business enterprises that maintain occupancy in the City of Harvey are required to preserve the public's health and safety by complying with the City's building, fire, and applicable health codes. This includes but is not limited to trade professionals, day care facilities, home-based businesses, and **places of worship**. Fees for required inspections are as follows:

INSPECTION	FEE	RE-INSPECTION FEE
Public Safety	\$150	\$100 ✓
Fire	\$100	\$100 ✓
Health (if applicable)	\$150	\$100

All business licenses are termed annual and must be renewed with payment of all applicable fees by April 30th. Failure to do so is in violation of City ordinance 5-02-170 and will result in a \$2500 per day penalty.

For additional information, please go to www.cityofharveyil.gov or contact the City of Harvey Building and Inspectional Services Department at 708-210-5300.



CITY OF HARVEY

CHRISTOPHER J. CLARK, MAYOR

Dear Business Owner:

Business license renewal applications for the 2023-2024 term are now being accepted. In keeping with City ordinance 5-02-010, all business licensed applicants must apply to renew their business license and provide all required information and fees annually by April 30th. Therefore, failure to renew your business license by April 30, 2023, is a violation of said ordinance for which a non-negotiable \$2,500.00 per day penalty will be assessed.

In that the business license renewal process has typically been bureaucratic, cumbersome, and procedurally long, we are implementing a **NEW POLICY** for the 2023-2024 renewal term. Under the new policy, renewal applications will be approved upon receipt of the following three documents **(1) Renewal Application (fully completed and signed), (2) Valid Photo ID, (3) Business Questionnaire (fully completed and signed)** and the actual business license will be mailed via United States Postal Service within three to five business days.

Please be advised, the issuance of a business license is conditional upon compliance with all City Codes and Ordinances, State and Federal Laws, and the results of any required inspections. **This means, applicable and current insurance, licenses, deeds and/or leases must be maintained onsite for verification. Failure to comply, shall be just cause for a \$2500.00 daily penalty. Additionally, the issued licensed may be suspended or revoked by the City.**

We hope you see as we do, the value of your investment along with the ease of this new policy and will continue to provide your goods and/or services to City of Harvey residents and guest. For your convenience, a copy of the 2023-2024 renewal application is enclosed. If you have any questions, please email planning@cityofharveyil.gov.

Kind regards,

Building and Inspectional Services

EXHIBIT C



CITY OF HARVEY
DEPARTMENT OF BUILDING & INSPECTIONAL SERVICES
 15320 Broadway Avenue
 Harvey, IL 60426
 Phone: 708-210-5300

JUL 12 2024

Renewal Application For:

- ☒ Business License
☐ Public Safety Registration
☐ Daycare License

Please complete this application in its entirety and return to the City of Harvey along with a **NON-REFUNDABLE \$150 APPLICATION FEE PLUS ADDITIONAL BUSINESS LICENSE APPLICABLE FEES**. If completing by hand, **PLEASE PRINT LEGIBLY**.

PART 1: APPLICANT INFORMATION				
Business Name: O'Reilly Auto Enterprises, LLC		DBA: O'Reilly Auto Parts 3372		
Business Address: 14921 South Dixie Highway Harvey, IL 604		PIN #: 29 - 07 - 310 - 039 - 0000 Phone: 708-331-0192		
Business Owner Name: O'Reilly Auto Enterprises, LLC				
Business Owner residential Address (corporate if applicable): 233 S Patterson		City: Springfield	State: MO	Zip Code: 65802
Email: businesslicense@oreillyauto.com		Phone: 417-862-2674 ext 68556		
If applicant is someone other than business owner listed above, complete below				
Authorized Agent Name: Jeremy Fletcher, Executive VP/CFO				
Authorized Agent Address (residential): 233 S Patterson		City: Springfield	State: MO	Zip Code: 65802
Email: businesslicense@oreillyauto.com		Phone: 417-862-2674 ext 68556		
If business is managed by a company or someone other than owner listed above, complete below				
Managing Company/Managing Agent Name: O'Reilly Auto Enterprises, LLC				
Mailing Address: Tax Dept PO Box 9167		City: Springfield	State:	Zip Code: 65801
Email: businesslicense@oreillyauto.com		Phone: 417-862-2674		
A. EMERGENCY CONTACT/KEY HOLDER (in order of priority)				
Name: O'Reilly Central Station		Phone: 417-829-5855		
Name: O'Reilly Central Station		Phone: 800-288-6661 x 3206		
Name: David Cantrell		Phone: 417-829-5712		
PART 2: PROPERTY OWNER INFORMATION				
Name: Harvey Shopping Center, LLC C/O Rodeo Capital, Inc				
Address: 1875 Century Park East Ste 940		City: Los Angeles	State: CA	Zip Code: 90067
Email: gbernstein@rodeolending.com		Phone:		
If property is managed by a company or someone other than property owner listed above, complete below				
Management Company: PRG Management		Managing Agent Name:		
Address: 1000 N Milwaukee Ave		City: Chicago	State: IL	Zip Code: 60642
Email: bridget@prg-management.com		Phone:		
PART 3: SIGNATURE				

I do hereby certify that (V each box):

- ☒ I understand the issuance of this license is conditional upon compliance with all City Codes and Ordinances, State and Federal Law, and the results of any inspections required by ordinance at this time and any further inspections while this license is in force.
☒ I have read this application and answered all questions fully. The information submitted in is complete and truthful to the best of my knowledge.

Signature:

Title:

Jeremy Fletcher
 Executive VP/CFO

Date:

7/10/24



CITY OF HARVEY

BUSINESS RENEWAL QUESTIONNAIRE

Business Name:

O'Reilly Auto Enterprises, LLC

29 - 07 - 310 - 039 - 0000

DBA:

O'Reilly Auto Parts 3372

Business Address:

14921 South Dixie Highway

Harvey, IL

Fiscal Year
2024-2025**BUSINESS ACTIVITY:** Confirm the type of activity your business will perform.

<input type="checkbox"/> Food/Beverage	<input type="checkbox"/> Place of Worship	<input type="checkbox"/> Laundry: Full service onsite <input type="checkbox"/> Yes <input type="checkbox"/> No No. of coin operated machines _____
<input type="checkbox"/> Daycare	<input type="checkbox"/> Home Daycare	<input type="checkbox"/> Fueling Station: No. of nozzles: _____
<input type="checkbox"/> Salon/Barbershop	<input type="checkbox"/> Hotel/Motel: No. of units: _____	Distributors Name: _____
<input checked="" type="checkbox"/> Other: Retail auto parts and related supplies.		

HOURS OF OPERATION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Opening Time (AM)	7:30am	7:30am	7:30am	7:30am	7:30am	7:30am	9:00am
Closing Time (PM)	9:00pm	9:00pm	9:00pm	9:00pm	9:00pm	9:00pm	8:00pm

QUESTIONS - Items 1-4 must be maintained on-site				Y	N	N/A	OFFICE USE ONLY
1.	Do you have current Liability Insurance?			✓			
2.	Do you have current lease/deed for premise being used?				✓		
3.	Do you have current State License?			✓			
4.	Do you have current Sanitation License?				✓		
5.	Does this business have the following machines? If yes: How many of each? Gaming _____ Vending _____ Coin/ATM _____ Music Boxes _____				✓		
6.	Does the premises have a fire alarm system? If yes, it must be registered with the City Clerk's Office			✓			
7.	Does the premises have a security alarm system? If yes, it must be registered with the City Clerk's Office			✓			
8.	Will food and beverage items be sold? If yes, v below for all that apply: <input type="checkbox"/> Fresh Meat <input type="checkbox"/> Milk <input type="checkbox"/> Produce <input type="checkbox"/> Alcohol <input type="checkbox"/> Other				✓		
9.	Will equipment be used or stored? If yes, list the type(s) below:				✓		
10.	No. of employees (include owner/managers)			10			
11.	No. of Company Vehicles			1			
12.	No. of accessible parking spaces						
13.	Building Square footage (operating and storage areas)			10,000			
14.	No. of existing off-street parking spaces			1			

I do hereby certify that (v each box):

- ☒ I have read this questionnaire and answered all questions fully to the best of my knowledge.
- ☒ I understand any untrue, inconsistent, or misleading information identified shall be cause for a \$2,500.00 per day penalty along with possible revocation of any license granted pursuant to this questionnaire.
- ☒ I understand items 1-4 are required and must be available on-site for verification. Failure to comply upon request, will result in a \$2500.00 per day penalty.
- ☒ I understand business license must be visibly displayed.
- ☒ I understand that an issued business license is conditional upon compliance with all City Codes and Ordinances, State and Federal Law, and the results of any inspections required at this time or any time while the business license is in force. License may be revoked for noncompliance.

Signature:

Title: Executive VP/CFO

- ☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and warrant the truthfulness of the information provided in this document.


Date: 7/16/24

03/2024

USA
Missouri Department of Transportation


MISSOURI

DRIVER LICENSE



9 CLASS **F** 4b EXP **03/03/2029**
1a DL NO **J211069015** 3b DOR **03/03/1977**
1 **FLETCHER**
2 **JEREMY ADAM**
3 **2998 OLD PROSPECT RD**
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9a END **NONE**
12 RESTRICTIONS **A**
13 SEX **M** 17 WGT **240 lb**
16 HGT **5'-10"** 18 EYES **BRO**
41 ISS **02/23/2023**
5 DO **231810540049** 03/03/77

Jeremy Fletcher



O'Reilly Automotive, Inc.

Corporate Officers & Directors

G:\Tax\Organizational Documents\O'Reilly Officers Directors for Use Starting 02.01.2024.xlsx\Officers & Directors

Most Recent Update: 02/01/2024

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State of Incorporation	Delaware	
Formation Date	1/1/2014	

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O'Reilly Automotive Foundation, Inc.

President	233 S Patterson Ave, Springfield, MO 65802
Treasurer	233 S Patterson Ave, Springfield, MO 65802
Secretary	233 S Patterson Ave, Springfield, MO 65802

Check Paid

Account: 0549 - O'Reilly Auto Enterprises LLC

Posting: Jul 15th, 2024

Bank #: 550376095

Amount: \$714.00

Customer #: 1280084

THIS CHECK IS VOID WITHOUT A GREEN BACKGROUND AND A CHAINLINK SHAPE WATERMARK	
O'Reilly Auto Parts	VOID AFTER 90 DAYS
36-1870/1012	1280084
DATE 07/11/24	
PAY SEVEN HUNDRED FOURTEEN AND 00/100	
TO THE ORDER OF: CITY OF HARVEY PLANNING DEPARTMENT 15320 BROADWAY AVE HARVEY, IL 60426	*****714.00***** SEVEN ONE FOUR ZERO ZERO
Commerce Bank NA Kansas City, St Joseph	<i>David Reilly</i> AUTHORIZED SIGNATURE MP
⑈ 1280084 ⑈ ⑆ 101218704 ⑆ 430000549 ⑈	

THIS CHECK CONTAINS THE FOLLOWING SECURITY FEATURES	
1. COLORED BACKGROUND - See front warning band for authentication of color.	ENDORSE HERE For Deposit Only X CrossCheck - CARS
2. FOLD-DRIVER WATERMARK - A chainlink watermark can be seen only when held at 45 degree angle and can not be altered or reproduced on copiers.	ABA 111924680
3. VISIBLE FIBERS - Visible paper fibers, which can not be reproduced on copiers.	7/12/2024
4. TRUE FLUORESCENT FIBERS - Invisible fibers integrated into paper, which are detectable only under UV light and can not be reproduced on copiers.	000022552296314
5. MICROPRINTS - Small repeating patterns of fine lines and back-to-back read.	DO NOT WRITE SIGNATURE BELOW THIS LINE
6. SAFESAFESAFE - Paper fine lines, lined lines when duplicated.	RESERVED FOR FINANCIAL INSTITUTION USE
7. SOLVENT DYE REACTION - Attention attempts with solvent-based ink eradicators cause black or blue stain. This feature fulfills U.S. Treasury specifications.	

EXHIBIT D

Received From:
OREILLY AUTO PARTS

Date: 07/12/2024 Time: 12:01:13 PM
Receipt: 304669
Workstation: Drawer: 1

14921 DIXIE HWY

ITEM REFERENCE	AMOUNT
12 Business License	
Business License	\$150.00
12 Business License	
Business License	\$51.79
95 INSPECTION FEES	
INSPECTION FEES	\$100.00
16 Public Safety Register	
Public Safety Register	\$150.00
CHEK FEE CHECK FEE	
714 @ \$0.02 CHECK FEE	\$14.28
CRCD FEE CREDIT CARD FEE	
50.28 @ \$0.03 CREDIT CARD FEE	\$1.51
12 Business License	
Business License	\$298.21
<hr/>	
TOTAL	\$765.79
CHECK/MONEY ORDER 1280084	\$714.00
CREDIT CARD 020009	\$51.79
Total Tendered:	\$765.79
Change:	\$0.00

0.00

714.00

Total Paid

f Harvey
Broadway
IL 60426
210-5300

to use information from your check to make a one-time
the payment as a check transaction. In certain circumstances
paper reproduction (substitute check) may be created and
wn as soon as the same day you make payment. Although
ur original check will be returned to you, in some cases you
ou may opt-out of the conversion process by providing us

you authorize us or our agents to re-present the check one
tion of a service fee in an amount as permitted by state law,
your returned check is placed for collection, you authorize a
ment(s).

ct from you the issuer, in addition to the face amount of the
ough an electronic fund transfer from your account if your
on.

rs, agents and affiliates, contacting you by verbal, written,
r associated with you including wireless numbers, using
one dialing systems and text messaging. Message and data
r number is ported to a wireless or residential line, or vice
ed by you.

FOLD

7-12-24

Date